

5/049/051



United States Department of the Interior  
Bureau of Land Management

April 7, 2005



Categorical Exclusion UT-020-2005-031

**Cedarstrom Pit Building Stone Sale**

**Location:** T. 7 S., R. 1 W., Section 1, SW¼

**Applicant/Address:** Troy Bown

U.S. Department of the Interior  
Bureau of Land Management  
Salt Lake Field Office  
2370 South 2300 West  
Salt Lake City, 84119  
Phone: (801) 977-4300  
FAX: (801) 977-4397

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**MAY 25 2005**

**DIV. OF OIL, GAS & MINING**

5/049/051

**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
SALT LAKE FIELD OFFICE**

**CATEGORICAL EXCLUSION REVIEW AND APPROVAL**

**Project Name:** Cedarstrom Pit Building Stone Sale

**RECEIVED**

**NEPA Number:** UT-020-2005-031

**MAY 25 2005**

**Project or Serial Number:** U-77819

**DIV OF OIL GAS & MINING**

**Project Description:** Troy Bown has submitted a request to purchase building stone (limestone and/or sandstone) from an area adjacent to a clay mine at the southern end of the Lake Mountains. The operator proposes to extract stone using hand tools, backhoe or excavator, then transporting the stone by haul truck off site. The operator states that he intends to purchase several hundred tons of building stone over the next 2-3 years. No access road improvements or new access roads would need to be constructed for the project. The site is 2.37 acres in size and is flagged with orange tape. The project area is shown on the attached map.

During the course of operations, the operator would pick up any loose building stone using mechanized equipment or hand tools, then haul the material off site to a separate location for further processing or use. The small hill where the building stone is located would be reduced in height and width over time using mechanized equipment until the available stone supply is exhausted. Interbedded layers of clay, sand or other sedimentary materials that are not considered to be topsoil may be dumped into an adjacent excavation east of the project area where clay has been historically mined.

**SPECIAL PROJECT STIPULATIONS:**

1. The operator would be required to stockpile any topsoil in a location where it is protected from the effects of wind erosion, then re-spread this material over the disturbed ground at the conclusion of operations.
2. The operator is not authorized to excavate building stone below the level of the existing surface directly west, and adjacent to, the project area.
3. Standard Mining Stipulations would apply.

**Project Location:** T. 7 S., R. 1 W., Section 1, SW¼

**Project Purpose and Need:** The purpose for conducting the proposed action is to facilitate the sale of building stone to the proponent under BLM's Mineral Material Disposal Regulations at 43 CFR 3600.



### Plan Conformance

The proposed action is in conformance with the Pony Express Resource Management Plan of January 12, 1990, as amended, which states at Decision 1: BLM will continue to process applications for the removal of common variety mineral materials, including sand and gravel, on a case-by-case basis as regulated under 43 CFR 3600. Stipulations to protect surface values will be required based on review of each proposal.

### Categorical Exclusion Reference

The action described above generally does not require the preparation of an environmental assessment (EA) or environmental impact statement (EIS), as it has been found to not individually or cumulatively have a significant effect on the human environment. The applicable Categorical Exclusion reference in 516 DM 11(F)(10) for solid minerals. This reference states: disposal of mineral materials such as sand, stone, gravel, pumice, pumicite, cinders, and clay, in amounts not exceeding 50,000 cubic yards or disturbing more than 5 acres, except in riparian areas.

### Exceptions to Categorical Exclusion Documentation 516 DM 2 Appendix 2

The action has been reviewed to determine if any of the below listed exceptions to categorical exclusion documentation apply.

#### Would the project:

<i>Exceptions</i>	<b>Yes</b>	<b>No</b>
1. Have significant impacts on public health or safety.		NO
<b>Rationale:</b> The proposed action would occur in a remote area of Utah County. No private homes or other developed sites are located within one mile of the proposed project. After the proposed stipulations have been formulated into a set of stipulations for the project, no issues related to health or safety would remain.		
2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988); national monuments; migratory birds; and other ecologically significant or critical areas.		NO
<b>Rationale:</b> Resources including special designations are not present. The proposal was posted on the SLFO ENBB and public room on 3/18/2005. Public comments have not been submitted to the SLFO. An interdisciplinary team has reviewed the critical elements of the human environment and other resources. New resources or impacts were not identified.		

3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA section 102 (2) (E)].		NO
<b>Rationale:</b> Because of the remote location of the proposed project, there would not be any controversial or environmental effects from the proposed action. The sale, excavation and removal of building stone similar to that described in the proposed action is routinely authorized by the BLM.		
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.		NO
<b>Rationale:</b> There would be no potentially significant effects from the proposed action. The project area has been previously disturbed by large-scale mineral extraction activities (clay mining). The removal of adjacent bedrock outcrops that remain after the clay resource has been removed would not result in any known environmental risks to the public. The project would have no highly uncertain or potentially significant environment effects. Based on the ID Team review, new circumstances were not identified and the consequences of the proposal remain certain.		
5. Establish a precedent for future action or represent a decision in principal about future actions with potentially significant environmental effects.		NO
<b>Rationale:</b> If the operator depletes the existing supply of building stone from within the project area, the mining operation would cease. Any additional large-scale mining operations proposed by the operator in the surrounding area would require the preparation of a separate Categorical Exclusion or Environmental Assessment, based on the operator's future proposal. At the present time, the site is located along the perimeter of an abandoned clay pit with a steep highwall along the west side. The highwall represents the precise location where the operator proposes to extract building stone. After the highwall has been mined away and the area has been reclaimed to BLM's standards, the area would be in an improved condition to its present state as a previously abandoned mine site. This would eliminate any current unnecessary or undue degradation of the site caused by prior mining activities. The action would not be not connected to another action that would require further environmental analysis nor would it set a precedent for future actions that would normally require environmental analysis. This action would not have a direct relationship to other actions that would result in any cumulative significant environmental effects.		
6. Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects.		NO
<b>Rationale:</b> The general area where the proposed building stone extraction activities would occur has been the site of numerous prior mining related activities. The surface is pock-marked by a variety of excavations, including underground mines, open pits, prospect pits, etc., generally for "hard rock" minerals. There does not appear to be a correlation between these older, previously mined areas and the site of the proposed action. This action would not have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects. The proposal is consistent with other land uses in the area. Public concern has not been identified since posting on the ENBB or public room.		



7. Have significant impacts on properties listed, or eligible for listing, on the National Register of Historic Places as determined by either the bureau or office.		NO
<b>Rationale:</b> A Determination of Effect is being made by BLM pursuant to the Protocol between BLM and the Utah State Historic Preservation Officer, as follows: This project will cause No Effect to Historic Properties, in part because the ground surface has been so extensively disturbed that no cultural resources may be expected to remain in the project area. There would be no significant impacts on properties listed, or eligible for listing, on the National Register of Historic Places. This proposal will not contribute to or jeopardize the listing on historic places.		
8. Have significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species.		NO
<b>Rationale:</b> The proposal as stipulated will not affect any candidate or federally threatened or endangered species nor will it adversely modify critical habitat.		
9. Violate a Federal law, or a State, local or tribal law or requirement imposed for the protection of the environment.		NO
<b>Rationale:</b> This proposal is consistent with Utah County ordinances. Additional permits or authorizations have been acquired. It would be the responsibility of the applicant to obtain permission to cross any private, state lands, or other public lands under any jurisdiction other than the BLM. By authorizing this action, the BLM would not be in violation of any federal law, county ordinance, or state statute.		
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898, 'Environmental Justice').		NO
<b>Rationale:</b> Health or environmental statutes would not be compromised. This action would not have a disproportionately high and adverse effect on low income or minority populations in Utah County or isolated homes.		
11. Limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007).		NO
<b>Rationale:</b> The action would not limit access to and ceremonial use of sacred sites by Native American religious and traditional practitioners or significantly affect the physical integrity of such sites.		
12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112).		NO

**Rationale:** Because of the abundant bare clay soils in the project area, the site is currently a poor source for growth medium of any kind. There is currently only scattered vegetation within the adjacent disturbed lands. After the operator reclaims the disturbed area and revegetates the surface with native seed, the disturbed ground would be less likely to contain or promote the growth of noxious weeds or non-native invasive species than it currently does.

**Land Use Plan conformance and Categorical Exclusion review confirmation:**

Lead Preparer: Michael Ford Date: 4/08/05

Archaeologist: Peter Arrington Date: 4/08/05

Wildlife Biologist: W. Swilling Date: 4/8/05

Environmental Specialist: Janet Schaller Date: 4/8/05

**Approval and Decision**

Based on a review of the project described above and field office staff recommendations, I have determined that the project is in conformance with the land use plan and is categorically excluded from further environmental analysis. It is my decision to approve the action as proposed, with the special project stipulations described above.

Assistant Field Manager: Michael S. Cohen Date: 4-8-05  
Non-Renewable Resources



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

CONTRACT FOR THE SALE OF MINERAL MATERIALS

RECEIVED

MAY 25 2005

FORM APPROVED  
OMB NO. 1004-0103  
Expires: October 31, 2002

DIV. OF OIL, GAS & MINING

Office

Salt Lake

Contract Number

U-77819

The UNITED STATES OF AMERICA acting through the Bureau of Land Management and you, the purchaser, make this AGREEMENT, under the authority of the Act of July 31, 1947 (61 Stat. 681), as amended (30 U.S.C. 601 through 604), and the regulations at 43 CFR, Group 3600.

We agree: **Troy Bown**

Sec. 1. *Contract area* - Under the terms and conditions of this contract, the United States sells to you and you buy the mineral materials listed in Section 2 and contained in the following lands as shown on the map and mining plan attached to this contract:

COUNTY	STATE	TOWNSHIP	RANGE	SECTION	ALIQUOT PARTS	MERIDIAN	ACREAGE
Utah	Utah	7 South	1 West	1	SW1/4	SLB&M	2.47

Pit Name (if any): **Cedarstrom Negotiated Sale**

Sec. 2. *Amount and price of materials* - The United States determines the total purchase price by multiplying the total quantity of each kind of mineral material designated by the unit price given below, or as changed through reappraisal.

KIND OF MATERIALS	QUANTITY (Units Specified)	PRICE PER UNIT	TOTAL PRICE
Building Stone (limestone)	25 Tons	\$12.50	\$312.50
TOTAL			\$312.50

BLM's determination of the amount of materials that you have taken under the contract is binding on you. You may appeal this determination as provided in Sec. 16.

You are liable for the total purchase price, even if the quantity of materials you ultimately extract is less than the amount shown above. You may not mine more than the quantity of materials shown in the contract.

Sec. 3. *Payments, title, and reappraisals* - You receive title to the mineral materials only after you have paid for them and extracted them. You may not extract the materials until you have paid in advance for them either: ☒ in full, or ☐ in installments of \$ \_\_\_\_\_ each.

☐ If you pay in full in advance, BLM will check this box, and subsections 3(a) through 3(c) do not apply to your contract. You must pay in full for all sales of \$2,000 or less.

(a) If you pay in installments, you must pay the first installment before BLM approves the contract, and you must pay the second installment before beginning to extract the minerals.

(b) Your next installment payment becomes due when the value of the materials you extract is equal to the amount of the second and any later installments you have already paid.

(c) The United States will retain the first installment as security for your full and faithful performance and will apply it to the last installment required to make the total payment equal to the total price given in section 2.

The total purchase price equals the sum of the total quantities removed, multiplied by their respective unit prices. The balance due when less than a full installment remains to be paid is the value of the material remaining under this contract. You must pay the total purchase price not later than 60 days before the contract expires.

If you are late making an installment payment, you must not remove any more material until you have paid. Removing material you have not paid for is trespass, and for trespass you must pay at triple the appraised unit price, or at triple the reappraised unit price if BLM has made a reappraisal. To resume removal operations after you were late making payments, you must obtain BLM's written approval.

Sec. 4. *Risk of loss* - You assume complete risk of loss for all materials to which you have title. If material covered by this contract is damaged or destroyed before title passes, you are liable for all loss suffered if you or your agents are directly or indirectly responsible for the damages. If you are not responsible for the damage or destruction, you are liable only to the extent that the loss was caused by your failure to remove the material under the terms of this contract. You are still liable for breach of contract or any wrongful or negligent act.

Sec. 5. *Responsibility for damage to materials not sold to you* - You are responsible for loss or damage to materials not sold whether you are directly or indirectly responsible. You are also responsible for not performing under the contract according to BLM's instructions. If the United States incurs any costs resulting from your breach of any contract terms or from your failure to use proper conservation practices, you are responsible. If the damage resulted from willful or gross negligence, you are liable for triple the appraised value of the damaged or destroyed materials. If the damage or destruction did not result from willful or gross negligence, you are liable for lesser charges, but not less than the appraised value of the materials.

Sec. 6. *Stipulations and reserved terms* - Your rights are subject to the regulations at 43 CFR Group 3600 and to any stipulations and the mining plan attached to this contract.

☒ BLM will check this box if there are stipulations attached to this contract.

(Continued on reverse)

Sec. 7. *Notice of operations* - You must notify BLM immediately when you begin and end operations under this contract.

Sec. 8. *Bonds* - (a) You must furnish BLM with a bond in the amount of \$ 0 as a condition of issuing this contract.

(b) If you do not perform all terms of the contract, BLM will deduct an amount equal to the damages from the face amount of the bond. If the damages exceed the amount of the bond, you are liable for the excess. BLM will cancel the bond or return the cash or U.S. bonds you supplied when you have completed performance under this contract.

(c) BLM will require a new bond when it finds any bond you furnish under this contract to be unsatisfactory.

Sec. 9. *Assignments* - You may not assign this contract without BLM's written approval.

Sec. 10. *Expiration of contract* - This contract will expire 0 years, 3 months, 0 days from its approval date, unless BLM extends the term.

Sec. 11. *Violations, suspensions and cancellations*. (a) If you violate any provisions of this contract, BLM may suspend your operations after giving you written notice. You may continue only operations necessary to remedy the violation.

If you fail to remedy the violations within 30 days after you receive the suspension notice, BLM may cancel the contract and recover all damages suffered by the United States, including applying any advance payments you made under this contract toward the payment of the damages. If this occurs, BLM will notify you in writing.

(b) If you extract any mineral materials sold under this contract during the suspension period, or after the contract has expired or been canceled, you have committed willful trespass and are liable for triple damages.

Sec. 12. *Responsibility for damages suffered or costs incurred by the United States*. If you, your contractors, subcontractors or employees breach this contract or commit any wrongful or negligent act, you are liable for any resulting damages suffered or costs incurred by the United States. You must pay the United States within 30 days after receiving a written demand from BLM.

Sec. 13. *Extensions of time*. BLM may grant you an extension of time in which to comply with contract provisions if you apply in writing no less than 30 or more than 90 days before your contract expires. The conditions for BLM's granting the extension of time are found in the regulations at 43 CFR 3610.1-7.

Sec. 14. *Time for removing personal property*. You have 30 days from the date this contract expires to remove your equipment, improvements, and other personal property from United States lands or rights-of-way. You should not remove any improvements to United States roads, such as paving, culverts, or bridges, which have become a permanent part of the road. BLM may grant no more than 90 days to allow you to remove your personal property. Any property remaining after this period ends becomes the property of the United States, but you will remain liable for the cost of removing it and restoring the site.

Sec. 15. *Equal opportunity clause* - The actions you take in hiring must comply with the provisions of Executive Order No. 11246 of Sept. 24, 1965, as amended, which describe the non-discrimination clauses. You may get a copy of this order from BLM.

Sec. 16. *Appeal* - You may appeal any decision that BLM makes in regard to this contract under parts 4 and 1840 of the Title 43 of the Code of Federal Regulations.

The following parties have executed this contract as of:

PURCHASER

**Troy Bown**

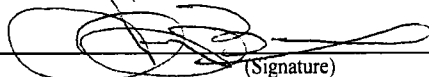
(Individual or Firm Name)

914 South 1660 East, Spanish Fork, UT 84660

(Address)

(801) 836-1539

(Phone Number - include area code)



(Signature)

(Signature)

THE UNITED STATES OF AMERICA

By



(Authorized Officer)

*acting* Asst. Field Office Mgr., Non-Renewable Resources

(Title)

*May 10, 2005*

(Date)

If you are a corporation, affix corporate seal here:

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly or willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction, subject to a fine of up to \$10,000 and imprisonment up to 5 years.

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501-et seq.) requires us to inform you that:

BLM is collecting this information to process your application and effect a binding contract.

BLM will use this information to identify and communicate with applicants.

You must respond to this request to get a benefit.

A federal agency may not conduct or sponsor, and you are not required to respond to, an information collection which does not have a currently valid OMB control number.

AUTHORITY: 30 U.S.C. 601 et seq.; 43 CFR 3600

PRINCIPAL PURPOSE: BLM uses this information to identify the parties entering into contracts for disposing of mineral materials.

ROUTINE USES: BLM will transfer information from the record or the record itself to appropriate federal, state, local, or foreign agencies, when relevant to criminal, civil, or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: If you do not provide this information to BLM, we will not be able to process your application for a contract.

BLM estimates the public reporting burden for this form at an average of 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (1004-0103), 1849 C St., N.W., Mail Stop 401 LS, Washington, D.C. 20240



## CEDARSTROM NEGOTIATED SALE

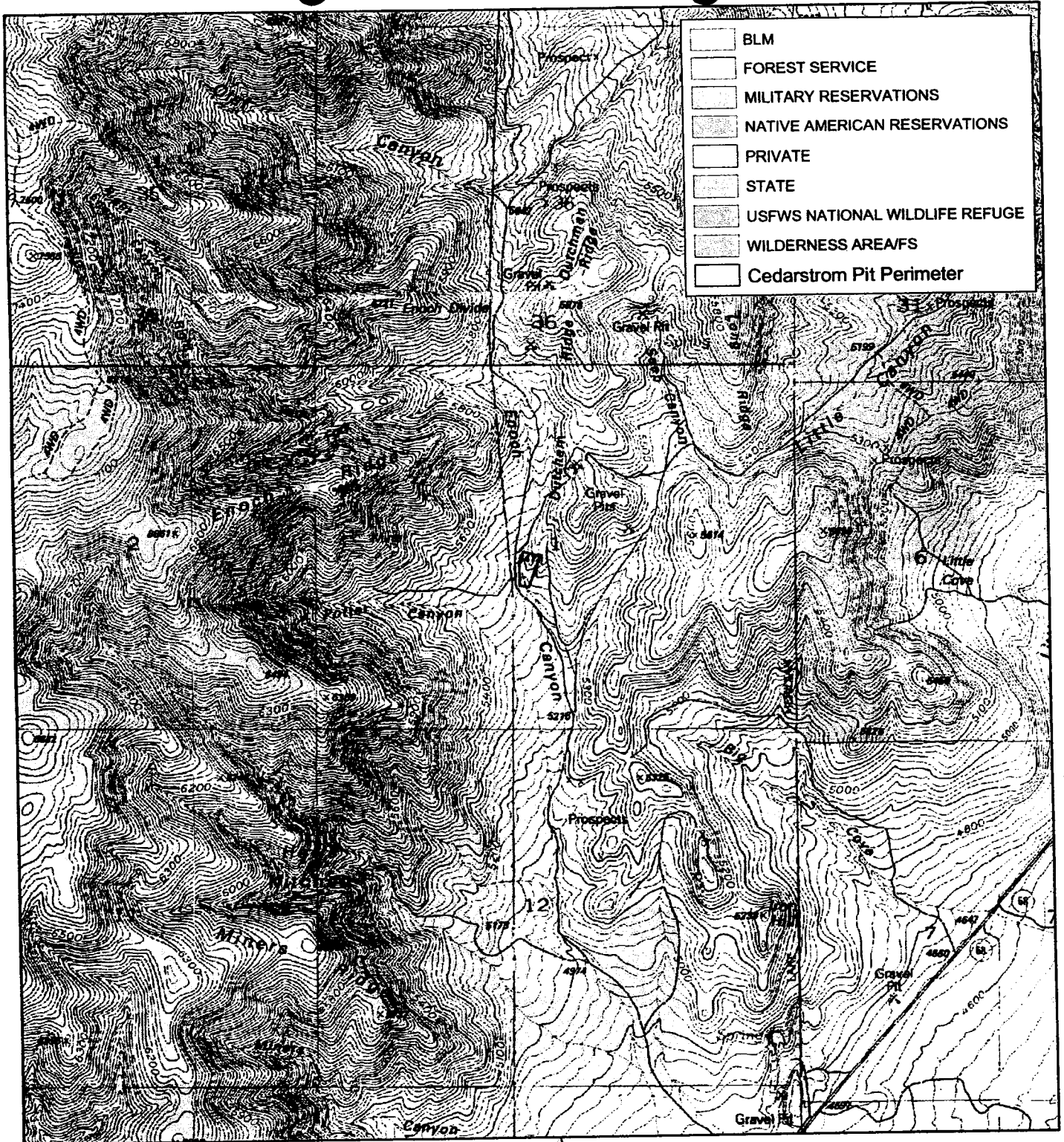
1. The operator is required to stockpile any topsoil in a location where it is protected from the effects of wind erosion, then re-spread this material over the disturbed ground at the conclusion of operations.
2. The operator is not authorized to excavate building stone below the level of the existing surface (staging area) directly west, and adjacent to, the project area.
3. No hazardous material (other than that listed by the operator in the proposed action) shall be stored or disposed of on-site. Petroleum spills of one-half quart or more will be immediately cleaned up and properly disposed of. For larger spills, the operator must contact the Salt Lake Field Office within 24 hours so that BLM hazardous material clean up policies and procedures are complied with.
4. The proponent shall maintain the site free of trash and refuse during operations and at the termination of project activities.
5. If cultural or paleontological resources are discovered during the course of operations, all work at the point of discovery will cease and the Salt Lake Field Office Manager will be notified.

# Cedarstrom Building Stone Map

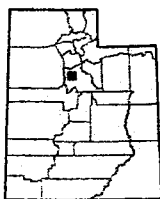
R. 1 W.

R. 1 E.

T. 7 S.



LOCATION



UTAH



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1:24,000

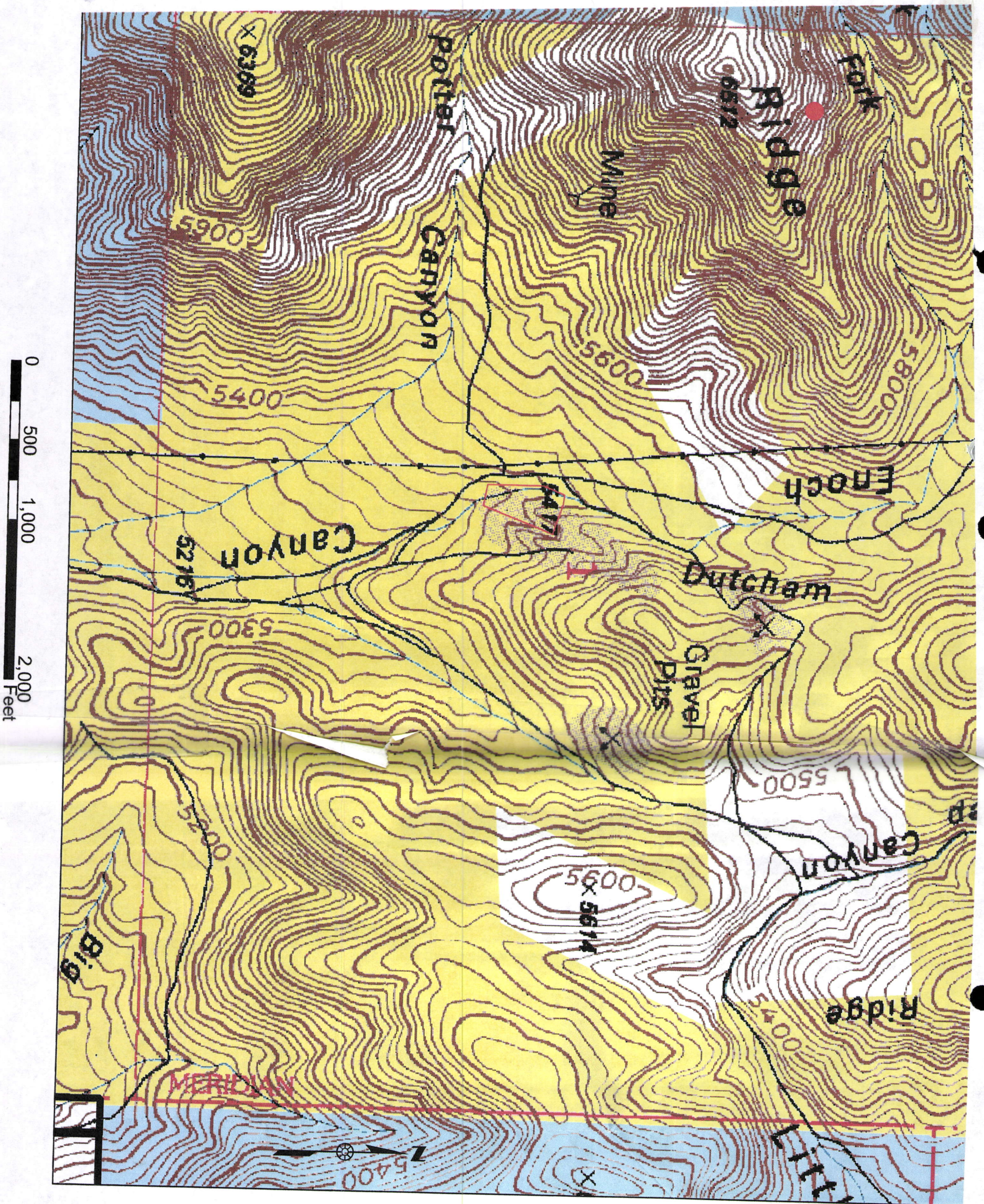
March 14, 2005

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BUREAU OF LAND MANAGEMENT  
SALT LAKE FIELD OFFICE



This product may not meet BLM standards for accuracy and content. Different data sources and input scales may cause misalignment of data layers. Transportation network has not been verified.





Cedarstrom Rock Pit  
T. 7 S., R. 1 W.  
Section 1, SW 1/4  
Troy Bown  
Proposed  
Landscape  
Rock  
Collection  
Area  
Shown in Red  
2.37 Acres

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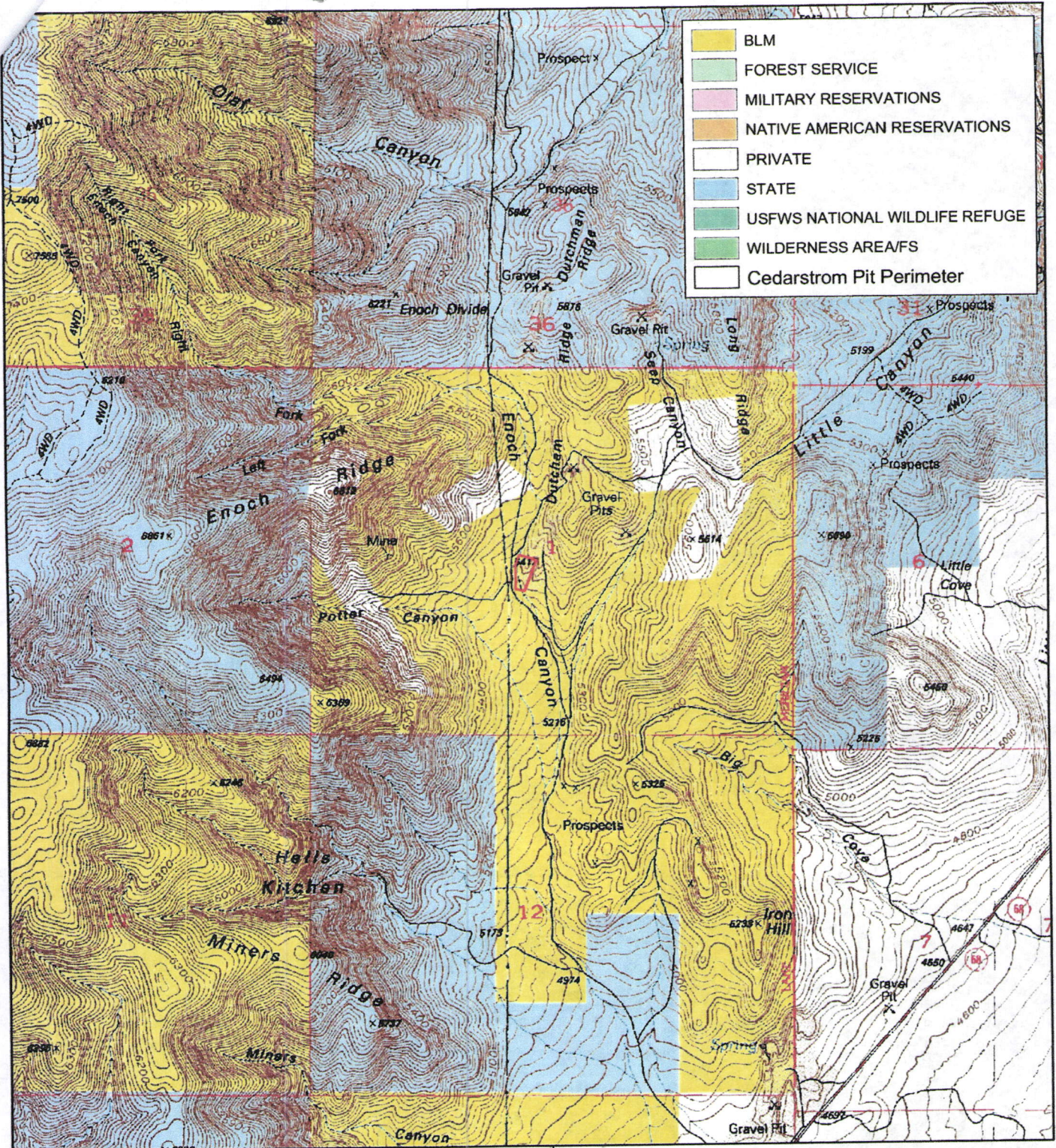


R. 1 W.

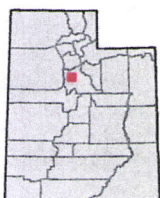
## Cedarstrom Building Stone Map

R. 1 E.

T. 7 S.



LOCATION



UTAH



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BUREAU OF LAND MANAGEMENT  
SALT LAKE FIELD OFFICE

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March 14, 2005

0 0.5 1 Miles

1:24,000



This product may not meet BLM standards for accuracy and content. Different data sources and input scales may cause misalignment of data layers. Transportation network has not been verified.

M:\projects\all\_users\mford\avnriets\Cedarstrom Building Stone Map





Photo 1. View to the north-northwest of east side of knoll proposed for landscape rock removal by Troy Bown.

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**MAY 25 2005**

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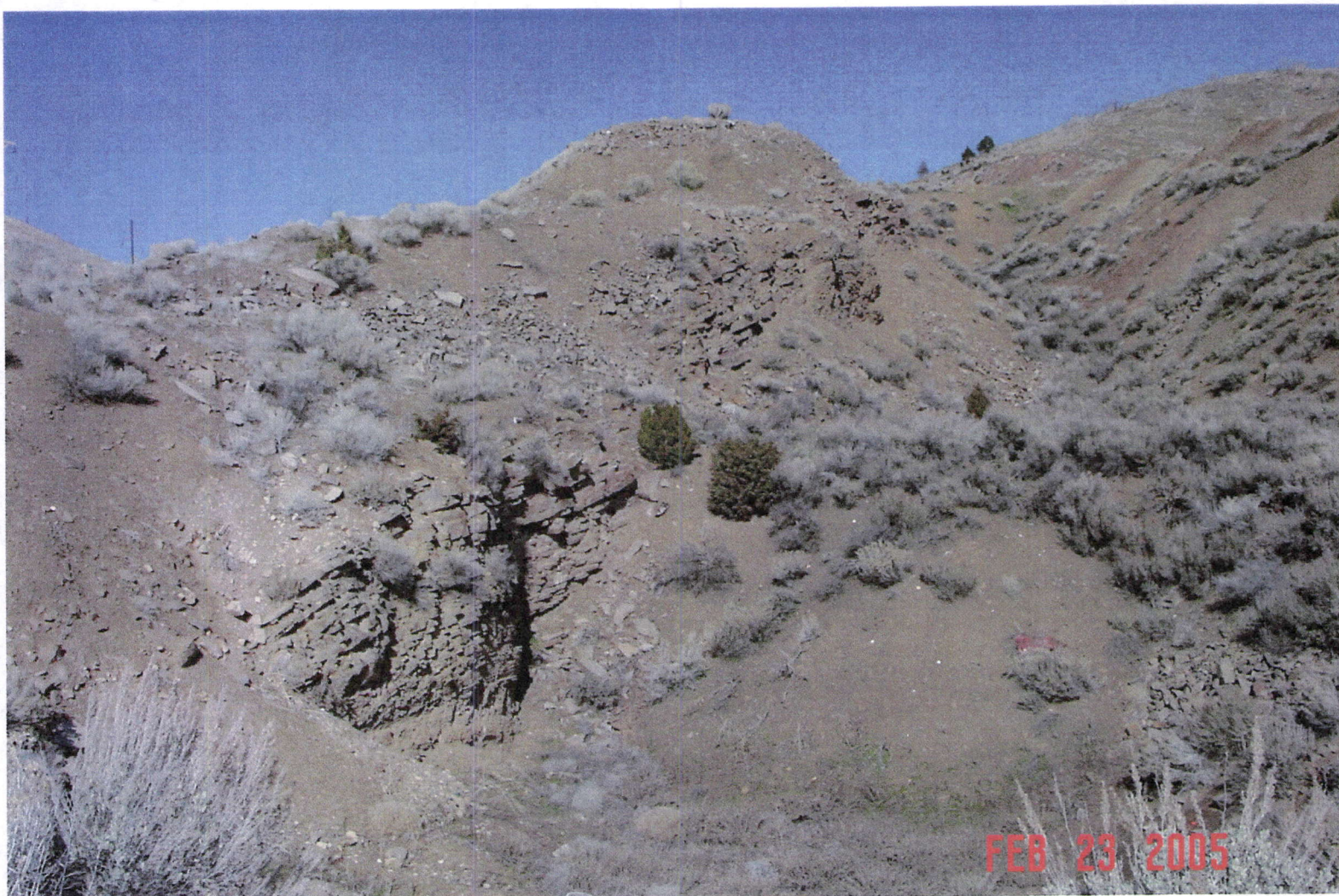


Photo 2. View to the north showing outcrop on east side of knoll.





Photo 3. View to the south showing west flank of knoll proposed for landscape rock removal.





Photo 4. View to the southeast near northwest corner of proposed extraction area.





Photo 5. View to the north of east side of proposed extraction area.





Photo 6. View to the west of east side of knoll.





Photo 7. View to the northeast showing entire knoll in foreground where mining has been proposed.